

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

BECHTEL BWXT IDAHO, LLC

AND

INTERNATIONAL UNION, SECURITY, POLICE, AND FIRE
PROFESSIONALS OF AMERICA
(SPFPA)

AND

SECURITY, POLICE AND FIRE PROFESSIONALS
OF AMERICA, LOCAL 3 (SPFPA)

EFFECTIVE

THROUGH

August 28, 2005

TABLE OF CONTENTS

ARTICLE 1 Recognition	4
ARTICLE 2 Fair Employment Practices	5
ARTICLE 3 Safety, Security and Health.....	6
ARTICLE 4 Union Membership and Checkoff.....	8
ARTICLE 5 Management Rights	9
ARTICLE 6 Union Representation.....	10
ARTICLE 7 Bulletin Boards	11
ARTICLE 8 Seniority	12
ARTICLE 9 Probationary Period.....	14
ARTICLE 10 Deployment Pay	15
ARTICLE 11 Qualification for Employment and Continued Employment	16
ARTICLE 12 Security Police Officer III.....	18
ARTICLE 13 Information to be Supplied by Employees.....	19
ARTICLE 14 Disabilities/Limited Duty.....	20
ARTICLE 15 Discipline and Discharge	21
ARTICLE 16 Training and Registration.....	22
ARTICLE 17 Weapons Qualifications	23
ARTICLE 18 Job Classifications and Wage Rates.....	24
ARTICLE 19 Hours of Work and Overtime.....	29
ARTICLE 20 Call-In and Reporting Pay.....	31
ARTICLE 21 Extra Compensation Under Special Circumstances.....	32
ARTICLE 22 Lunch Relief.....	33
ARTICLE 23 Reduction in Force	34
ARTICLE 24 Special Leaves of Absence	36
ARTICLE 25 Benefits	37
ARTICLE 26 Scheduled Leave	38
ARTICLE 27 Holidays	39
ARTICLE 28 Running Shoes	41
ARTICLE 29 Uniforms	42
ARTICLE 30 General Provisions	43
ARTICLE 31 Miscellaneous Provisions.....	45

ARTICLE 32 Grievance Procedure	46
ARTICLE 33 Arbitration Procedure.....	48
ARTICLE 34 No Strikes -- No Lockouts Continuity of Operations	49
ARTICLE 35 Notice of Change	50
ARTICLE 36 Technological Change.....	51
ARTICLE 37 Duration of Agreement	52
ARTICLE 38 Validity	53

MEMORANDUM OF UNDERSTANDING

Snow Ins and Emergency Hold Overs	56
Escorts.....	57
Succession Management (Retirement Plan)	58
Service Benefit.....	59

This Agreement entered into this the 29th day of May 2000 by and between Bechtel BWXT Idaho, LLC and the International Union, Security, Police, and Fire Professionals of America (SPFPA) and its' Local Union #3 (SPFPA), hereinafter jointly referred to as the "Union". The work location is Department of Energy, Idaho National Engineering and Environmental Laboratory, Idaho Falls hereinafter referred to as the INEEL.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement the day and year first above written.

ARTICLE 1 RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, hours of work and other conditions of employment for all Warning Communication Center (WCC), Security Officer and Security Police Officers II and III, employed by the Company at the Department of Energy's Idaho National Engineering and Environmental Laboratory, Idaho Falls offices, and its offices and facilities incidental thereto, including assignment to off-site projects of the DOE Field Office, Idaho where personnel hereunder are utilized by the Company excluding all other employees including office clerical employees, pilots, co-pilots, shift captains, air craft mechanics, lieutenants, managerial employees, and supervisors as defined in the Labor Management Relations Act and Case#19-RC-11143 dated March 21, 1985.

ARTICLE 2
FAIR EMPLOYMENT PRACTICES

Neither the Company nor the Union shall harass or discriminate against any employee on the basis of race, color, creed, gender, age, religion, nationality, Union activity, nonunion membership, veteran's status, or disability.

ARTICLE 3 SAFETY, SECURITY AND HEALTH

Section 1

It is the policy of the Company to provide employees a safe working environment in compliance with safety and health standards and with directives promulgated by the Department of Energy, other Federal agencies, and the company Safety and Health programs as applicable, such as the VPP and ISMS.

Section 2

It is the responsibility of each employee to be safety conscious at all times, to perform work in a safe manner, and to comply with all safety and health regulations applicable to any specific work areas.

Section 3

The Company is required to provide adequate safety and protective equipment and take necessary safety precautions, as applicable for the performance of the work covered by this Agreement. All employees are required to comply with safety codes and requirements regarding the wearing of safety and protective equipment in the performance of duties. If such protective equipment is required by DOE, a copy of DOE directives on the subject of protective equipment will be sent to the Union.

Section 4

All employees are encouraged to make recommendations in the matter of safety, and have the responsibility to report all observed safety hazards to the Company. The Union and the employees covered by this Agreement recognize that safety is the responsibility of each and every employee. Employees are not to assume that other employees bear the responsibility for their safety on the job.

Section 5

The Company agrees that government vehicles used by employees should be kept in safe condition and will be provided with adequate heating and air conditioning because of the extreme climate, and employees are to report any deficiencies to the Company for correction. Similarly, the employee shall advise the Company of any problems concerning cleanliness and sanitary conditions of posts, patrols, training areas, locker rooms, workout areas, and showers.

Section 6

The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly operations.

Section 7

- (a) The Company shall ensure that each employee has access to creature comforts within a reasonable distance to each location.
- (b) Temporary or permanent station equipment, chairs, desks, vehicles, refrigerators, etc., shall be in a safe and serviceable condition. Equipment that does not meet the above standards shall be replaced or repaired to meet such standards in a reasonable time period.
- (c) The Company shall request, through INEEL and/or DOE, ample housing for all employees who wish to stay over due to unusual circumstances (i.e., extra duty hours and weather conditions) at no cost to the employee.
- (d) The Company shall continue to provide safety equipment such as coats, insulated bibs, gloves, boots, safety glasses, hearing protection or any other safety equipment needed in the performance of the job.
- (e) All equipment including vehicles shall be in a safe working condition.

ARTICLE 4

UNION MEMBERSHIP AND CHECKOFF

Section 1

It is mutually agreed that all employees covered by this Agreement shall be given the opportunity to become members of or decline membership of the Union after the 30th day following the actual beginning of such probationary employment, or the effective date of this Agreement, whichever is the later; and thereafter.

Section 2

The Union agrees to accept as a member, upon application and without discrimination, any new employee who may be hired by the Company for employment within the Bargaining Unit.

Section 3

For the period of this Agreement, upon presentation of a written, personally signed authorization from any employee subject to this Agreement, the Company shall deduct monthly from such employee's pay a sum equal to the Union's uniform initiation fee and monthly dues. All dues collected by the Company will be transferred to the Union by the following Wednesday after payroll on previous Friday. When the employee's earnings are insufficient to cover the authorized deductions, the said Union fee and/or dues shall be deducted in the next payroll in which sufficient employee's earning are available. The Company agrees to furnish a computer printout of all dues paying members to the Union secretary/treasurer.

Section 4

The Union agrees to indemnify the Company and hold it harmless against all and any suits, claims, demands and liabilities for damages, back pay or penalties for which the Company is held liable by a judgment filed in a court of competent jurisdiction and which liability for damages, back pay or penalties was incurred by the Company's compliance with the foregoing provisions of this Article.

Section 5

Employees shall not be required to join and/or remain members of the Union as a condition of employment.

Section 6

This deduction shall be irrevocable for the period of one (1) year from the date of delivery to the Company, or until the termination of the collective agreement between the employer and the Union which is in force at the time of delivery of the authorization, whichever occurs sooner unless mutually agreed to by the Company and the Union, and agree that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective agreement between the employer and the Union unless the employee provides written notice to the Company and the Union prior to the expiration of each period of the one (1) year, or of each applicable collective agreement between the employer and the Union, whichever occurs sooner.

Section 7

If the state law is amended, modified, or changed by a court decision, the change will immediately be implemented in the current labor agreement.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1

Management of the business and direction of the security forces are exclusively the right of management. These rights include the right to:

- (a) Hire;
- (b) determine the number, location and types of security officer posts;
- (c) direct the working forces and manage the business;
- (d) assign work;
- (e) discontinue temporarily or permanently any posts;
- (f) promote, demote, transfer, discharge, discipline or suspend for just cause;
- (g) maintain order and efficiency of operations;
- (h) determine the number of shifts and the starting and quitting times of each shift;
- (i) require employees to observe reasonable Company rules and regulations as are presently in effect or which may be changed or modified from time to time;
- (j) decide on the supplies, equipment or weapons to be used;
- (k) determine the size of the work force, including the number of employees assigned to any particular shift;
- (l) determine when overtime shall be worked; and
- (m) determine the qualifications of an employee to perform work.

Section 2

Employees shall be required to adhere to all of the Department of Energy (DOE) and the Company Rules and Regulations as they pertain to security force members at the Idaho National Engineering and Environmental Laboratory (INEEL).

Section 3

The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental agreement that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

ARTICLE 6 UNION REPRESENTATION

Section 1

- (a) Official representatives of the Union shall be allowed to visit the Company's premises and offices and, with proper DOE security clearance, to visit employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Company.
- (b) Shift Stewards will be allowed up to two (2) hours time off to perform Union duties providing seventy-two (72) hours advance written notice, or less upon mutual agreement, is given to permit programming such absences in the master schedule.
- (c) A Union representative will be permitted to address new classes of trainees at the time of initial training.
- (d) Union business involving discussion with Company officials shall be conducted on company time, provided only two (2) Union representatives are involved. The place and time of meetings referred to herein will be established by mutual agreement of the parties.

Section 2

- (a) Not more than one (1) employee from each shift per reporting point will be elected or appointed as Stewards by the Union. In addition, one (1) employee will be elected or appointed as Chief Steward to represent all shifts and units. Employees may be appointed as Acting Stewards for off-site locations. The Union will keep the Company currently advised of the identity of the Stewards, as well as the executive board members representing the Union, and only employees currently holding these positions will be recognized by the Company as representing the Union.
- (b) When the Union and the Company mutually deem it necessary for a Union representative, who is not an employee of the Company, to enter a restricted area for the purpose of making an examination of a physical facility in connection with the grievance or dispute, the Company shall, at the written request of the Union, make a specific request to DOE for such entry for the occasion. All security regulations must be complied with. The Company shall be considered to have fulfilled their obligation under this provision by making the request.

Section 3

To conduct Collective Bargaining for a new contract, a union bargaining committee consisting of the local president and 4 representatives shall be established to conduct negotiations with the Company. The Company will pay regular straight time wages, not to exceed 40 hours per week, for those represented employees employed by the Company on a full time basis for time actually spent at the negotiation table plus mutually agreed upon breaks.

ARTICLE 7 BULLETIN BOARDS

Section 1

The Company shall provide the Union with space allocated for bulletin boards with the understanding that the Union shall neither post nor distribute any letters, handbills, or notices elsewhere on the site. They are to be placed at TRA, INTEC, TAN, CFA, and WCB. The Company shall provide a binder on posts located at town facilities and RWMC exclusively for the posting of Union notices pursuant the Collective Bargaining Agreement.

Section 2

Bulletin board notices shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings; and
- (e) Copy of the Collective Bargaining Agreement.

ARTICLE 8 SENIORITY

Section 1

The purpose of seniority is to establish employee rights and privileges based on his/her length of service in the Bargaining Unit.

- (a) Site seniority and job classification seniority shall be defined as the length of time an employee has continuously been employed at the INEEL in the collective Bargaining Unit.
- (b) Seniority shall be a considering factor for day shifts, lateral movement, vacations and higher paying Bargaining Unit positions.
- (c) One (1) seniority list shall be maintained by the Company for all operations covered by this Agreement. Seniority shall be on a site-wide basis.
- (d) Seniority for employees hired on the same date shall be determined by date of birth, with the oldest being the senior.
- (e) An employee's site seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.
- (f) Any Bargaining Unit employee who is promoted to a higher classification shall retain his/her Bargaining Unit seniority for purposes of benefits.
- (g) Temporary assignments to non-bargaining work shall be for a duration of no more than one (1) year. During such assignments, Bargaining Unit members shall continue to accrue all types of seniority in all lower job classifications.
- (h) A member of the Bargaining Unit, who accepts a permanent non-bargaining unit position within the security organization, shall have 90 days to return to the bargaining unit. In the event that the employee accepts a position outside of the security organization they shall continue to accumulate seniority for 90 days. However, their return to the bargaining unit shall be at management's discretion.
- (i) In order to retain seniority, employees must demonstrate their ability and willingness to work at least one day per month. If an employee is on approved leave or if no work is available, this requirement is waived.
- (j) Seniority will continue during absence from work due to illness or injury covered by workers compensation. (Subject to Section 2h)

Section 2

Seniority shall terminate if an employee:

- (a) is discharged for just cause;
- (b) voluntarily quits his/her employment;
- (c) is laid off for more than 18 months;
- (d) is laid off and fails to return to work after notification by certified mail on the date specified by the Company except for just cause;
- (e) is absent for three (3) consecutive work days without notifying or advising the Company; unless the employee shows just cause for failure to notify the Company;
- (f) overstays a leave of absence without just cause;
- (g) gives a false reason for a leave of absence or engages in other employment during such leave; or
- (h) is absent because of non work related illness or injury, for more than 12 consecutive months, or an illness or injury compensable under Workman's Compensation for 18 consecutive months.

Section 3

Seniority shall continue to accrue during a layoff.

ARTICLE 9
PROBATIONARY PERIOD

A new hire employee shall be a probationary employee until he/she has worked for the Company for 120 cumulative calendar days. After he/she has worked such period, the employee shall gain seniority status. His/her seniority date shall revert to the first day the employee earns wages from the Company for employment at this site. During the probationary period, the employee may be discharged without resort to the grievance and arbitration procedures. However, no employee shall be discharged in violation of any Federal or State statute.

ARTICLE 10 DEPLOYMENT PAY

Section 1

Bargaining unit employees who are deployed to other sites to provide services will be paid at the Company contract rate or at the deployment site wage rate for like classifications which ever is greater. All other provisions of this agreement will remain in effect. The Company Bargaining Unit employees who are sent to other sites to attend school, pistol tournaments, or similar types of activities will be exempt from the deployment pay provision of this contract.

Section 2

A seniority list will be maintained by the Company for all Bargaining Unit members who wish to work off site. When all names on the list are exhausted, a new list will be formed.

Section 3

Personnel returning to the INEEL from temporary assignment will return to their prior assignment.

ARTICLE 11 QUALIFICATION FOR EMPLOYMENT AND CONTINUED EMPLOYMENT

Section 1

The Company has the right to determine an employee's qualifications for continued employment, as set forth in 10 CFR Part 1046 and other applicable DOE directives. Copies of directives regarding implementation or changes thereto shall be made available to the Union and employees.

Section 2

In the event the DOE Medical and Physical Fitness Qualification Standards set forth in 10 CFR Part 1046 are repealed, modified, amended, or suspended by judicial or administrative action (DOE), the Company and the Union shall meet and confer regarding such changes.

Section 3

Employees who meet the standards and qualifications for Security Police Officer II and III, as set forth in 10 CFR Part 1046, or other DOE directives shall be armed protective personnel. Employees who do not meet the qualifications for SPO II and III, as set forth in 10 CFR Part 1046, or other DOE directives, but do meet the qualification for Security Officer, as set forth in 10 CFR Part 1046 or other DOE directives, shall be unarmed protective personnel.

Section 4

Personnel who are required to meet 10 CFR Part 1046.12, physical fitness qualification standards, shall be allowed at least two (2) hours per week for workout relief. If practicable, physical training will be scheduled non-consecutively. Time will be allotted for travel and preparation for workout for those posts outside the workout facilities, i.e. Gate 1, Gate 3, and RWMC.

Section 5

Periodic physical and/or mental examination of employees may be required, but such examinations shall be conducted on the Company's time, and the expense of such examinations shall be borne by the Company. If as a result of these tests, the employee and the Company jointly agree that further testing is necessary, it shall be conducted on the employee's own time and shall be paid for by the Company.

Section 6

The Company also has a right to require drug and alcohol screening tests randomly and during the regular physical examinations. Adequate safeprotective force personnel shall be maintained to assure the accuracy of the test. The Union will be consulted in advance of any additions or changes to or deletions from the BBWI workplace substance abuse program.

Section 7

- (a) In the event employees are placed on Security Officer status, the Company shall assign these employees to designated SO assignments for which they are qualified, according to their seniority among other SO's.
- (b) Armed protective personnel may work in SO positions, as required; however, SO's shall not be utilized to fill assignments requiring the carrying of a firearm.
- (c) To the extent possible, nothing contained in the above provisions shall modify the rights enjoyed in Article 8, Seniority, by employees relative to each other.

ARTICLE 12
SECURITY POLICE OFFICER III

Section 1

Security Police Officer III will be designated as members of the Special Response Team (SRT). To assure that the SRT is staffed with qualified SPO IIIs, applications shall be accepted first from incumbent personnel and then from outside sources.

Section 2

Seniority shall prevail for the purpose of bidding, except that in the event the normal bidding procedure does not cover SPO III manpower requirements, the Company may assign SRT trained personnel or outside hires to fill these requirements.

ARTICLE 13
INFORMATION TO BE SUPPLIED BY EMPLOYEES

Section 1

Employees must notify the Company Human Resources Department promptly of any changes in their personal or family status, i.e., marital and dependent status, change in residence or telephone number, or information relative to their insurance coverage. This notification must be in writing on a form provided by the Company. Additionally, the Company may require periodic reports from each employee verifying the currency of such information furnished the Company. Failure to report these changes may result in reduction in/or disallowance of benefits. All written notices shall be deemed to be properly filed if sent to the employee's last address on file.

Section 2

Employees shall notify Security Operations immediately of any expiration, revocation, or suspension of their State driver's license to include any vehicle fine of \$250 or more. This notification will be made in writing. Employees will not be paid in any manner for compliance with this provision.

ARTICLE 14 DISABILITIES/LIMITED DUTY

Section 1

Directives and regulations promulgated by the DOE regarding radioactivity and exposure to radiation shall be adhered to by employees covered by this Agreement and by the Company. Guidance concerning radiation and protective measures shall be solicited by the Company from the DOE and the Health Physics Department whenever required.

Section 2

If, as a result of radiation exposure or the possibility of harmful exposure, the Company determines under then current DOE standards, that specific employees must be restricted as to the location of duty and therefore should be reassigned, these employees will be assigned to another Bargaining Unit position for which they are qualified, according to their seniority among other limited duty employees, and regardless of the seniority of those full duty employees currently holding these positions. Upon removal of the restriction, employees so placed will be returned to their former positions relative to their bid preference, seniority, and crew.

Section 3

Limited duty is defined as work assigned to those armed employees who are designated and placed on limited duty status due to medical reasons. Whether on a permanent or temporary basis, and includes those personnel designated by the INEEL Medical Department as on light duty, restricted assignments, etc.

In the event that employees are placed on limited duty status, the Company shall assign these employees, if qualified, to open positions, as designated by the Company. If there is no opening available, the Company will meet with the Union and attempt to resolve the issue.

Section 4

When an SPO II or III is moved back to a lower classification due to health problems, accidents, or medical restrictions, the SPO's rate of pay will continue for a period of ninety (90) work days. After ninety (90) work days, the rate of pay will be reduced to the lower classification rate for the position being manned. The SPO's will be allowed up to 180 days to return to former position. In the event the SPO's are unable to return to the former position; the Company will post the former position in accordance with the Collective Bargaining Agreement.

ARTICLE 15 DISCIPLINE AND DISCHARGE

Section 1

The Company has the right to discipline or discharge employees for just cause.

Section 2

From the date that the facts are known to management, any discipline will be assessed within 10 duty days upon completion of the investigation from the incident date and with a Union Steward present when requested by the employee. If the above time limitations are not met, the discipline shall not be assessed unless the employee is on, authorized leave during the 10-day period. If the employee is on authorized leave during this period, the time limits shall be extended an amount of time equivalent to the length of the leave.

Section 3

Disciplinary actions will be treated consistently with other Company employees under management procedure(s) governing disciplinary action.

Section 4

When employees are terminated, they shall be compensated for two (2) hours time spent outside their regular tour of duty at their basic hourly rate for the purpose of complying with the Company's termination procedures.

Section 5

Payment of employees upon termination, layoff or discharge shall be made in accordance with applicable law. Employees terminated shall be paid all accumulated Personal Leave and severance pay as applicable.

Whenever possible, the Company shall process employees on their last day of work.

Section 6

No employee shall be required by the Company to take a lie detector test unless he/she voluntarily agrees to do so, except as outlined in applicable laws.

ARTICLE 16

TRAINING AND REGISTRATION

Section 1

The Company shall continue its policy to provide and pay the cost of job related training and the registration of employees as required by the Company, the Company's customer, or any federal, state or local governmental agency which is necessary for the performance of duties assigned. This shall include but not be limited to: (a) registration fees including renewals of Security Police Officer and firearms permits; (b) tuition and cost of instruction which the Company directs an employee to obtain; (c) license fees; (d) wages at the employee's regular rate of pay, subject to the provisions concerning overtime contained in this Agreement for time spent in connection with registration and training. No employee shall be scheduled nor required to work a post unless trained for that duty.

Section 2

The Company shall continue its policy to provide reasonable time to requalify in any required testing as may be necessary to maintain job classifications.

Section 3

If at all practicable, training will be scheduled no less than one (1) month in advance to requalify for any required testing as may be necessary to maintain job classifications. Training will normally be assigned on the first and last day of the employee's days off.

ARTICLE 17 WEAPONS QUALIFICATION

Section 1

Armed employees are required to maintain, at all times, the ability to demonstrate proficiency with the Company and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current DOE directives. Personnel are required to demonstrate this ability during any scheduled weapons qualification.

Section 2

All qualification firing shall be conducted at an approved weapons range.

Section 3

Prior arrangements must be made with the Training Section to assure Range Officer availability. Necessary Training Section activities shall have priority over individual requests for marksmanship training and practice ammunition.

Section 4

The Company shall provide necessary ammunition for all scheduled weapons practice, qualifications, and no notice inspections.

Section 5

As directed by the Company or DOE, personnel may be required to demonstrate proficiency by qualifying without prior notification. The Company or DOE may, at unannounced times and at random, select personnel assigned to security stations, have them relieved and instruct them to report to an approved range.

Section 6

Range officer instructions and Range Safety procedures shall be complied with at all times while on any live fire ranges.

Section 7

The Company shall promptly give written notice to the Union when any employee fails to qualify under the provisions of this article. A Union official who is on duty at the time, at the request of the employee, may be present during remedial qualifications strictly as an observer.

Section 8

The Company shall provide, as part of the equipment issue, necessary magazines and safety equipment.

Section 9

Employees who fail to qualify, shall be placed on remedial training in accordance with the Company Firearms Training Procedures and 10 CFR 1046. The affected employee(s) will be required to qualify under supervision.

ARTICLE 18

JOB CLASSIFICATIONS AND WAGE RATES

Section 1

Any references to positions, jobs or classifications are solely for identification purposes only and are not intended to limit any work functions whether regularly performed or not. Nothing in the agreement shall be considered either as a guarantee or a limitation of the hours of work or the work assignment of any employee, supervisor, non-employee or any other person. No work belongs to any employee or to any particular job level or class or to any group of employees.

Section 2

The Company reserves the exclusive right of placement into, removal from, or reassignment from any level, job class, category, or work assignment. The Company shall be the judge of competence, qualifications and ability. but the Union may question such judgment by showing the judgment was arbitrary, capricious, or made in bad faith. Nothing in this contract shall be construed to mean an employee's employment shall be based on anything other than satisfactory job performance and/or availability of work as determined by the Company.

Section 3

Employees covered by this agreement shall not be required to do the work of other companies that have a contract to do such work that is not security related except in emergency situations and basic post and patrol housekeeping.

Section 4

Job vacancies, covered by this Bargaining Unit, will be posted by the Company in accordance with the following:

- (a) Job vacancies will be posted for 14 calendar days before closing. Individuals bidding for posted openings must submit their interest on the Company approved form to Labor Relations no later than noon the following day after the end of the posting period.
- (b) The most senior qualified employee who has expressed written interest in and accepts the job vacancy will be awarded the job. The successful bidder must remain in the bid position for 12 months. If an employee applies for and accepts a job position outside the union or is promoted, the employee will be exempt from the 12 month provision.
- (c) Employees may submit a bid prior to going on leave and such bids will be kept on file.

- (d) Employees bidding and accepted into WCC Operators positions will be evaluated for 3 months. After the evaluation period they will be exempt from any bid process for a period of 24 months.

Should an unusual or unique situations arise requiring a deviation from the above, the Company and Union agree to meet and discuss the issue.

Copies of job postings will be sent to area foremen and SPFPA executive board.

Section 5

It shall be the policy of the Company to promote their own employees within the Bargaining Unit when reasonably possible to do so. Assignment to available openings shall be based on qualifications to do the available work, the desires of the employee, and seniority. If qualifications are relatively equal between two (2) employees being considered for one (1) opening in the judgment of the Company, seniority shall be the deciding factor.

Section 6

Any employee who feels he/she has been passed over in promotion to a job having a higher hourly rate may ask to have his/her case reviewed through the grievance procedure. However, no case shall be processed beyond the grievance procedure into arbitration except upon a reasonable showing that the Company's decision was arbitrary, capricious or made in bad faith.

Section 7

Set forth below are effective dates for base rates for each job classification:

<u>Position of Job Classification</u>	<u>Effective Monday May 29, 2000</u>	<u>First Year October 30, 2000</u>	<u>Second Year October 29, 2001</u>	<u>Third Year October 28, 2002</u>	<u>Fourth Year October 27, 2003</u>	<u>Fifth Year October 25, 2004</u>
Security Officer Day Shift						
0-3 Months	\$12.78	\$13.10	\$13.49	\$13.90	\$14.31	\$14.74
3-12 Months	\$13.34	\$13.67	\$14.08	\$14.51	\$14.94	\$15.39
Thereafter	\$13.85	\$14.20	\$14.62	\$15.06	\$15.51	\$15.98
Security Officer Rotating Shift						
0-3 Months	\$13.28	\$13.60	\$13.99	\$14.40	\$14.81	\$15.24
3-12 Months	\$13.84	\$14.17	\$14.58	\$15.01	\$15.44	\$15.89
Thereafter	\$14.35	\$14.70	\$15.12	\$15.56	\$16.01	\$16.48
Warning Communication Center (WCC) Day Shift						
Operator 1	\$14.72	\$15.09	\$15.54	\$16.01	\$16.49	\$16.98
Operator 2	\$16.10	\$16.50	\$17.00	\$17.51	\$18.03	\$18.57
WCC Certified						
Warning Communication Center (WCC) Rotating Shift						
Operator 1	\$15.22	\$15.59	\$16.04	\$16.51	\$16.99	\$17.48
Operator 2	\$16.60	\$17.00	\$17.50	\$18.01	\$18.53	\$19.07
WCC Certified						
Security Police Officer II Day Shift						
0-3 Months	\$14.72	\$15.09	\$15.54	\$16.01	\$16.49	\$16.98
3-12 Months	\$15.41	\$15.80	\$16.27	\$16.76	\$17.26	\$17.78
Thereafter	\$16.10	\$16.50	\$17.00	\$17.51	\$18.03	\$18.57
Security Police II Officer Rotating Shift						
0-3 Months	\$15.22	\$15.59	\$16.04	\$16.51	\$16.99	\$17.48
3-12 Months	\$15.91	\$16.30	\$16.77	\$17.26	\$17.76	\$18.28
Thereafter	\$16.60	\$17.00	\$17.50	\$18.01	\$18.53	\$19.07
Security Police Officer III Rotating Shift						
SPO III	\$17.37	\$17.79	\$18.31	\$18.84	\$19.40	\$19.96

Ratification	May 29,2000	\$.50 equity increase
1 st year	Oct. 30, 2000	2.5% GWI
2 nd year	Oct. 29, 2001	3% GWI
3 rd year	Oct. 28, 2002	3% GWI
4 th year	Oct. 27, 2003	3% GWI
5 th year	Oct.25, 2004	3% GWI

Shift differential for day shift worked is \$.50 per hour for hours worked between 1800 – 0600 in an overtime or other off-shift assignment basis.

Section 8 Fitness Incentive Program

It is mutually agreed that all employees covered by this agreement shall be given the opportunity to participate in the Fitness Incentive Program (FIP).

The FIP will be administered in accordance with the pro force Fitness Assessment/Prescription lesson plan.

It is the responsibility of each employee not required by 10 CFR Part 1046 standards to contact the protective force fitness program coordinator to request participation in the FIP.

The protective force will be evaluated on the same criteria used in the annual physical assessments; Body fat, Aerobic fitness, Flexibility, and Grip strength.

Tests will be taken during July and August with payments to be made in September.

Point values will be awarded according to how well the officer placed in each category. The chart below will be used for scoring.

	Body Fat	Aerobic Met's	Flexibility	Grip Strength
Excellent	10	5	5	4
Good	9	5	4	4
Average	8	5	3	4
Fair	2	2	2	2
Poor	1	1	1	1

The body fat category receives twice the point value because of the inherent health benefits associated with lean body mass and low fat composition. All results will be based on the officer's age, sex, etc., according to the American College of Sports Medicine guidelines.

The officers will be evaluated at the beginning of the year to establish a starting point, and again evaluated at the end of the year to determine the results.

Employees will receive incentive awards based on the following scale:

- | | | | |
|----|-----------------|---|----------|
| a. | 20 or 21 points | = | \$150.00 |
| b. | 22 or 23 points | = | \$200.00 |
| c. | 24 + | = | \$250.00 |

Any officer not achieving a, b, or c above will receive \$100.00 for a 25% reduction in the standard value for percent body fat.

ARTICLE 19

HOURS OF WORK AND OVERTIME

Section 1

The workweek will commence at the start of the shift on Monday and conclude at the end of the shift the following Sunday. A pay period is two (2) weeks.

Overtime rates, computed at one and one-half (1½) times the regular base rate, shall be paid in lieu of regular wages for work performed by an employee in excess of forty (40) hours in any workweek (thirty-six (36) hours scheduled work week for 12-hour rotating shifts). Unpaid leave shall not be counted as time worked for the purpose of computing overtime.

All hours worked by an employee on his scheduled days off shall be paid by the Company at one and one-half (1½) times his/her hourly rate of pay subject to the 40-hour requirement above.

Section 2

The Company reserves the right to adjust the work schedule as necessary to fulfill operational requirements

Section 3

Employees will be allowed to trade shifts within the same workweek provided they make all arrangements in advance and the area foreman approves. Each employee will be responsible to ensure that the shift they traded for is filled. If the employee trading calls in sick, the shift will be charged to that employee's Personal Leave Bank.

Section 4

There shall be no pyramiding of overtime. Overtime or Holiday payment for any hours worked by an employee shall eliminate that (those) hour(s) from consideration for payment on any other basis. Where the hour(s) fall under two or more overtime or Holiday pay provisions the employee will be paid at the highest pay provision. This is not intended to change the language in Article 27 Section 3 last sentence that reads "An employee whose last scheduled work day on a 48 hour workweek falls on a holiday will be permitted to code all overtime hours in excess of 40, that are actually worked on the holiday, on the last scheduled work day prior to the holiday."

Hours spent during a physical examination, psychological examination, or weapons requalification, or worked on a holiday shall be included within hours worked in order to calculate overtime pay entitlement.

Section 5

It is recognized by both the Company and the Union that efficient management shall require that there be some overtime scheduled and worked at various times. When changes or overtime are required, the Company shall notify the employee involved as far in advance as reasonably practical to do so. Overtime shall be scheduled in accordance with the protection force overtime policy.

Section 6

Required overtime shall be divided as equitably as possible between employees qualified and available to do the work with the least added expense.

Section 7

In the event of an emergency situation, no call/no shows, or the failure of employees to call-off from work in accordance with Company's rules and regulations, the Employer shall have the right to assign employees to work mandatory overtime.

Section 8

If an employee believes he/she has been skipped for an overtime, a review of the overtime book will be conducted. If the complaint is found to be valid, an overtime will be made available.

Section 9

In the event SO assignments are available, SO personnel shall have first priority for overtime call-out for SO assignments for which they are qualified.

Section 10

The intent of the fifteen (15) minute shift muster is to allow security personnel adequate time for shift preparation and to conduct a formal shift muster where fitness for duty checks can be conducted. This time period will be conducted to pass down shift information and for short training periods. This should also ensure timely relief of personnel. Bargaining Unit personnel, as deemed necessary by the Company, will be required to report to muster. Time will be allotted for weapons issue and shift preparation prior to a formal shift muster. Security personnel will be released from shift muster in sufficient time to reach their work area and conduct a shift turnover prior to the start of their scheduled shift.

The Company agrees to pay fifteen (15) minutes of muster pay at the applicable overtime rate, subject to Section 1 of this article.

Those posts required to report early for duty are exempt from the intent of muster for pay purposes. Those posts will be paid in accordance with overtime hours language in this contract.

ARTICLE 20

CALL-IN AND REPORTING PAY

Section 1

Employees are required to report for work at their scheduled starting times. An employee shall notify the shift supervisor at least four (4) hours prior to his/her scheduled starting time if unable to report for work, except in the case of an emergency.

Section 2

Overtime call-outs shall first be offered to qualified employees currently assigned within the unit and reporting point in which the work requirements originate before offering same to a qualified employee in another unit at that reporting point.

Section 3

An employee who is called into work and is advised either orally or in writing not to report less than four (4) hours before the scheduled reporting time, shall be compensated for two (2) hours pay at the straight time (1x) rate.

This minimum notification shall not apply to training sessions held off site or to pre-schedule physical examinations.

Section 4

Employees whose assignments are canceled after they report for duty for overtime will be compensated on the following scale at their overtime rate of pay:

Town:

If worked less than 4 hours: 2 hours of pay or actual time worked whichever is greater.

If worked 4 or more hours: actual time worked.

Site:

If worked less than 4 hours: 4 hours of pay

If worked 4 or more hours: actual time worked or until transportation is available or provided.

Section 5

The provisions above shall not apply if the Company is unable to advise the employee not to report or provide the work because of Acts of God, fire, snowstorm, flood, power failure, down utility lines, etc., or other conditions or causes beyond the control of the Company.

ARTICLE 21
EXTRA COMPENSATION UNDER SPECIAL CIRCUMSTANCES

Section 1

Employees who are scheduled to work other than their normal schedule, and are withdrawn for the convenience of the Company 12 hours or less prior to scheduled reporting time, shall be paid 2 hours pay at the basic hourly rate.

Section 2

At no time shall the Company work employees less than the regularly scheduled workweek.

Section 3

Employees who are held over from their regular shift beyond twelve (12) hours to fill post assignments for other crews due to road closures and adverse weather conditions shall be compensated for all hours worked in excess of the (40) hours per workweek at time and one half (1-1/2x) the base rate.

ARTICLE 22

LUNCH AND RELIEF

Section 1

When at all possible, relief for lunch shall be provided for stations where unusual traffic conditions prevent employees from securing their relief in a normal manner. It is acknowledged that employees who are on duty may eat on Company time.

Section 2

When possible, advance notice of daily assigned area changes shall be given to an employee so that the employee may make preparations for that particular assignment.

Section 3

As operations and manpower requirements permit, necessary employee personal relief shall be furnished when requested.

Section 4

An employee under this agreement who works in excess of 14 hours on site excluding travel time shall be provided a meal ticket and an additional meal ticket for each 8 hours on site thereafter. The cost of such meal will not exceed \$6.00 for site employees. Those employees that work in town will follow the Company's Meal Ticket policy.

The furnishings of meals are for unscheduled overtimes only. It does not cover the furnishing of meals to employees who know about the overtime before they come to work and can reasonably be expected to provide their own.

ARTICLE 23 REDUCTION IN FORCE

Section 1

An employee who has been assigned to a full-time, permanent position for the previous 12 consecutive months whose position is eliminated as a result of a reduction in force shall be paid severance pay in accordance with the schedule below. The schedule is based on a 40 hour week.

<u>Years of Service</u>	<u>Weeks of Termination Pay</u>
1 year but less than 2	1
2 years but less than 4	2
4 years but less than 7	3
7 years but less than 10	4
10 years but less than 15	6
15 years but less than 20	9
20 years but less than 25	12
25 years and over	16

Section 2

This policy shall not apply to any employee who is offered work with the Company under this contract and who declines to accept such work, nor shall it apply to any person who voluntarily retires or terminates or who is terminated for cause or who fails to meet contractor requirements for continued employment beyond his/her control. Similarly, this policy shall not apply to any employee who is offered continuous employment with a substitute or successor employer (within 30 days of termination of employment under this contract).

Section 3

If an individual can meet the minimum requirements for the job, seniority will be the deciding factor in a force reduction. Job classification cannot protect individual seniority.

Section 4

A Security Police Officer who fails to meet the medical standards (not the physical fitness test) for Security Police Officer, but meets the medical standard for Security Officer and accepts a Security Officer assignment who is later reduced in force shall receive severance pay. The Company shall diligently strive to place them in jobs within BBWI and other INEEL employers at comparable pay.

Section 5

An employee who has received pay under this provision and who is rehired will again be eligible to start earning additional service credit for severance pay beginning with the date of recall.

Section 6

In the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

Section 7

Non-probationary employees shall be the next to be laid off on the basis of seniority.

Section 8

When a vacancy arises, the Company shall recall employees on the basis of seniority.

Section 9

An employee shall continue to retain recall rights for an 18 month period commencing from the date of the layoff. For a period of 18 months following layoff, a laid off employee with at least ninety (90) days continuous employment immediately prior to layoff shall be given preference in the matter of re-employment. When additional personnel are needed, a laid off employee shall be given notice in writing to apply in person for re-employment (re-employment is subject to meeting the Company's pre-employment standards). The company will give such notice by certified mail, addressed to the employee's last post office address, as shown by Company records. The Company shall not be required to consider any employee who does not notify the Company of the employee's desire to be re-employed within ten (10) days from the date of receipt of said notice or if the certified notice is returned undelivered. The Company will furnish the Union a copy of such notice.

Section 10

In the event of a reduction in force affecting the Bargaining Unit, any executive board members who may be affected, shall be allowed ninety (90) days notice before being laid off.

Section 11

The Company shall in any reduction in force or workforce restructuring open a ten (10) day period during which employees will be allowed to drop to a lower job classification. After the closing of this ten (10) day period, those employees dropping to a lower classification will not be allowed to change back to their previous classification until after the restructuring is over. The Company will then post the vacancies of those employees who have elected to take the early retirement incentives, voluntary classification drop, are laid off or reduced in classification involuntarily.

ARTICLE 24

SPECIAL LEAVES OF ABSENCE

Section 1 Union Business

An unpaid leave of absence for the duration of this Agreement shall be granted to employees in order to accept a full-time position with the Union.

Section 2 Family and Medical Leave

The Company will provide family and medical leave in accordance with the standard Company practice.

Section 3

Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify Security Operations in writing at least seven (7) calendar days before they intend to return to work.

ARTICLE 25 BENEFITS

Section 1

Qualified employees are eligible to participate in the following INEEL benefit programs:

Medical Coverage

Dental Insurance

Vision Insurance

Health Care Flexible Spending Account

Dependent Care Flexible Spending Account

Employee Life Insurance

Spouse Life Insurance

Dependent Children Life Insurance

Accidental Death and Dismemberment Insurance

Short -Term Disability Insurance

Long -Term Disability Insurance

Long -Term Care Insurance

Service Awards

Leaves of Absence

Retirement Plan (Modified per Secession Management MOU)

Investment Plan

Personal Leave

Short-Term Disability Bank

Holidays

The Union will be informed in advance of any additions or substantive changes to, or deletions from, the Benefit programs. The Union agrees to allow the Company to make unilateral changes in the INEEL benefits listed above and will agree to not grieve or demand negotiations on such changes so long as the are applied equally to all employees at the INEEL, except as modified via Secession Management MOU (2000 contract) noted above.

ARTICLE 26 SCHEDULED LEAVE

Section 1

A request for individual days (day) off must be made in writing to the immediate supervisor.

Section 2

Employees are required to submit personal leave requests for vacation in writing to the immediate supervisor to requested absence for 40 or more hours.

Section 3

All scheduled leave shall be at the discretion of the Company; provided the Company arranges the schedule in conformity with the desires of the employee whenever it is practical to do.

Section 4

Seniority shall prevail for one (1) week increments at a time, through the seniority list in scheduled leave assignments.

Section 5

Employees who have been authorized a week or more of leave may select days off consecutively in conjunction with their leave in the workweeks prior to and following their personal leave for vacation.

Section 6

Once scheduled leave has been approved and the employee so notified in writing, it shall not be revoked except in the case of an emergency.

ARTICLE 27 HOLIDAYS

Section 1

Employees will be eligible for eighty (80) hours of holiday per year under the Company's annual holiday schedule.

The Union will be informed in advance of any changes to the holiday schedule.

Section 2

Employees will have a holiday pay reconciliation at the end of each calendar year to ensure they are paid no more or less than 80 hours except as outlined in section 4 below, on a prorated basis for the number of holidays for which they were entitled.

Section 3

Employees will receive straight time pay for all their scheduled holiday hours whether worked or not. Employees will also receive time and one-half (1 ½) for all hours worked on a holiday. An employee whose last scheduled work day on a 48 hour workweek falls on a holiday will be permitted to code all overtime hours in excess of 40, that are actually worked on the holiday, on the last scheduled work day prior to the holiday.

Section 4

An employee who is scheduled to work and does not work on the holiday shall forfeit their holiday pay. If a holiday falls within an employee's personal leave period, they may exercise the option to code personal leave and holiday or just holiday.

Section 5

Employees who are absent due to approved personal leave, short term disability, long term disability that includes the bank usage of short term disability and personal leave, time off without pay, court leave, death-in-family, or military for training leave will receive only holiday pay at straight time rates for holidays that fall within the approved leave period. Employees who are absent on other company leaves of absence (including inactive employee status and administrative leave) will not receive pay for holidays that fall within the leave period.

Section 6

When a holiday falls on a day that is not observed by the area contractor, employees on Day Shift Post/Patrols, at their option and with prior approval of the supervisor, can trade that holiday for one observed by the contractor. This change of date for the holiday will not increase the number of holidays paid and must be scheduled at the time annual leave is scheduled.

Section 7

If a site is shutdown between Christmas and New Years, day shift employees shall be allowed to take personal leave, and/or as operational needs demand may be scheduled for work elsewhere.

Section 8

For 12 hour rotating shift workers January 1, July 4, and December 25 will be honored as traditional holidays. Memorial Day, Labor Day, Thanksgiving Day and the day after Thanksgiving will be honored as Federally observed holidays. The remaining three days will be designated during the curtailment period.

ARTICLE 28

RUNNING SHOES

Section 1

Each employee who is required to participate in the physical training program shall be paid a running shoe allowance of up to one hundred (\$100.00) upon providing a sales receipt for this item. Issue will be biennially (near the anniversary of the first issue date) thereafter.

Section 2

If necessary, advance payments may be approved on a case by case basis. Employees should contact Finance for assistance.

Section 3

In the event that an individual's shoes are determined by the Company's Logistics Chief and/or the Physical Fitness Director to be unserviceable or unsafe before the employee is eligible to receive the next biennial payment, a special prepayment shall be authorized. Running shoes are to be worn for physical fitness training only.

ARTICLE 29 UNIFORMS

Section 1

All uniforms and equipment as required and determined necessary by the Company will be furnished without cost to the employee.

Section 2

The Company shall supply an ample and adequate supply of uniforms.

Section 3

Uniforms remain the property of the Company. Damaged or worn out articles may be returned to the Company for replacement at no cost to the employee. The market value cost of the replacement articles shall be borne by the employee if the articles are misplaced, stolen, or if the damage or wear is the result of the employee's negligent or intentional conduct.

Section 4

All uniforms and Company equipment must be returned to the Employer upon termination of employment. Failure to comply with this requirement will result in the market value cost of said uniform and equipment being deducted from any monies due to the employee.

Section 5

Employees are responsible for the maintenance of uniforms and equipment issued by the Company.

Section 6

Employees will be eligible for an annual uniform maintenance allowance and reimbursement of reasonable costs associated with alterations of initial uniform issue with prior approval from Company management. Reimbursement of reasonable costs associated with alterations due to pregnancy, with prior approval from Company management, will also be approved.

The Company will pay each employee an annual cleaning allowance of \$ 525.00 each year of the contract effective the 1st pay period in November. A pro-rated share will be given from the end of the current contract expiration to the date established above.

For those employees who terminate, a repayment of a pro-rated amount of the cash allowance will be required.

The Company agrees to meet with the uniform committee consisting of a mutually agreed number of Union and Company personnel, pertaining to the discussion and selection of new uniform items. Employees will be issued two (2) pairs of boots upon initial uniform issuance and on a fair wear and tear basis thereafter.

ARTICLE 30 GENERAL PROVISIONS

Section 1

Members of the Bargaining Unit may be designated to work temporary supervisory upgrade positions. Compensation for the upgrade will be one dollar and sixty cents (\$1.60) per hour in addition to the employee's regular base rate.

Section 2 Notices

The Company and the Union shall keep each other advised in writing of the names of authorized representatives.

Section 3 Gender

Pronouns of either gender used in this Agreement are equally applicable to the masculine and feminine genders.

Section 4 Union cooperation

The Union agrees to cooperate with and assist the Company to attain the best efficiency possible, and shall support the Company's efforts to introduce and improve their methods of operation.

Section 5 Paychecks

Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported to Payroll. The Employer agrees to issue paychecks in accordance with the practice in existence as of the effective date of this Agreement. Separate paychecks will be issued for leave pay provided that the check is requested at least four (4) weeks in advance and the check is for a minimum of forty (40) hours pay. (a) Voluntary deductions for credit union, savings bonds, and direct deposit shall be deposited in the appropriate single business establishment in the employee's name on the day the payroll checks are issued. (b) The Company shall maintain wage records which shall be made available to an employee and Union representative for inspection upon appointment. (c) Employee paychecks shall be distributed in sealed individual envelopes with the employee's name visible. (d) When requested, wages other than regular weeks pay (e.g. retroactive pay, leave pay) shall be paid by separate check.

Section 6 Grooming

Employees are required to report to work clean, groomed and with a neat appearance.

(a) Hair must be kept clean and well groomed:

1. Not to exceed one inch below the bottom of the collar.
2. Not to exceed half way over the ear.
3. Females may leave hair unpinned not to exceed shoulder length.

(b) Mustaches must be kept clean and well groomed:

1. Not to exceed one half inch below the corner of the mouth.

(c) Where operational requirements allow, an employee may wear facial hair not to exceed one-quarter inch.

- (d) Females may wear studded earrings (a single stone on metal bar on straight post worn on pierced ears).
- (e) All other grooming standards will be as prescribed in the Security Operations Department manual.

Section 7 Lists

The Company shall send to the Union a list of hires and terminations on a monthly basis. The Company shall send to the Union an updated seniority list on a semi annual basis.

Section 8 Lockers

The Company shall utilize its best efforts to ensure that locker space is available at assigned areas for the personal possessions of employees.

No representative of the Company shall open an employee's locker unless the employee and Union Steward, if requested by the employee, is/are present. When the employee is not available, a Company supervisor and a Union Steward must be present.

Section 9 Emergency Rest

Personnel who become ill or otherwise incapacitated for duty will immediately notify the Security Area Lieutenant's/ Shift Captain. In such instances, the Security Area Supervisor will take that action necessary to provide relief, and/or necessary medical treatment.

ARTICLE 31 MISCELLANEOUS PROVISIONS

Section 1

Supervisory employees shall not perform the duties of employees in the Bargaining Unit, except under the following conditions:

- (a) For an immediate necessity when no other personnel are available;
- (b) When such work is necessary for instruction or training purposes;
- (c) For personal relief of employees when other qualified employees are not readily available; or
- (d) Emergencies or Acts of God as determined by Company management.

Section 2

The DOE policy on "arrest authority and use of deadly force", and its successor policies, shall apply to employees within the Bargaining Unit. The Company shall provide for the legal defense and related expenses of any employee charged with any violation of any law as a result of his/her actions in the reasonable performance of duties performed within the scope of his/her employment and in accordance with DOE directives and policies. The Company shall also provide for the legal defense and related expenses of any employee who has been sued in any civil action as a result of his/her actions in the reasonable performance of duties performed within the scope of his/her employment and in accordance with DOE directives and policies.

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1

All complaints, disputes, or misunderstandings involving questions of interpretation or application of any clause of this contract may constitute a grievance.

Section 2

A properly certified Union representative shall report to and obtain permission from their immediate supervisors whenever it becomes necessary to leave their work for the purpose of handling grievances. Such periods of time during working hours shall be without loss of pay when handling grievances in the four (4) steps of this Grievance Procedure.

Section 3

The procedure for handling a grievance shall be as follows:

First Step

When an employee has a grievance, it shall be discussed with his/her immediate supervisor and the properly certified Union representative shall be notified and may be present at the discussion and settlement thereof.

Second Step

If the matter is not settled in the First Step, it shall be reduced to written form, signed, and presented to the area manager who shall reply in writing within seven (7) working days.

Third Step

A grievance not settled satisfactorily in the Second Step may be appealed to the Company Labor Relations Representative. At a meeting to be held within seven (7) working days from receipt of the written appeal, the Company Labor Relations Representative shall consider the matter and give a written answer within seven (7) working days proceeding the Step 3 meeting. This meeting may be attended by other Company representatives and the local Union President.

Fourth Step

Grievances not settled satisfactorily in the Third Step may be appealed to the Director of Labor Relations or designee within seven (7) days of receipt of management's Step 3 response, with a meeting to be held within 20 days from receipt of the written appeal. This meeting may be attended by other Company representatives and the Union International Representative or his designated representative.

Grievances presented in the Fourth Step shall be answered in writing within seven (7) days proceeding the Step 4 meeting.

Section 4

Any grievance not taken up with an employee's immediate supervisor within 10 working days after the facts are known to the employee after occurrence of the incident from which the grievance arose cannot thereafter be processed through the Grievance Procedure. A grievance shall be considered settled if the decision of the Company is not appealed. Appeals must be made within seven (7) days after a decision has been rendered by the Company.

Section 5

Grievances arising out of discharge or disciplinary suspension may be initiated at the Third Step of the above procedure. If a discharge is adjudged to be in error, such employee shall be returned to work without loss of seniority, pay or benefits.

Section 6

A policy level grievance, i.e., one which affects the Bargaining Unit as a whole, may be initiated at the third step. Either party may remand the grievance within seven working days to a lower step if they deem it not to be of a policy nature. The grievance will then be regarded as being received as of the date of remand at the applicable step.

Section 7

It is the intention of the parties that the time limitations and the requirements of the grievance procedure be rigidly followed. An untimely grievance shall not be considered by any arbitrator. Any dispute or grievance not processed or appealed by the Union within the time limits set forth in any step shall be considered settled on the basis of the Employer's last preceding answer. In the event that the Employer fails to answer within the time limits set forth in any Step, the grievance shall be considered settled on the basis of the Union's last preceding offer.

Section 8

Every reasonable effort shall be made to settle grievances promptly. In the calculation of time limits under the Grievance Procedure, Saturdays, Sundays, holidays, and scheduled days off are excluded. Time limits in the above procedure may be extended by mutual agreement of the parties.

Section 9

Copies of all reprimands shall be given to the employee involved at the time the discipline is imposed.

ARTICLE 33 ARBITRATION PROCEDURE

Section 1

The parties hereto shall choose an arbitrator by mutual agreement within 30 calendar days from the date of the Company's receipt of the Union's written appeal to arbitration. Both sides will work with the arbitrator to hold the arbitration at the earliest possible date.

Section 2

The arbitration when filed shall be handled in accordance with the Voluntary Rules of Labor Arbitration.

Section 3

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or any Supplementary Agreement nor to rule on any matter except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he/she has thoroughly considered the arguments advanced by each party and cite the provisions of the Agreement serving as the basis for the decision.

Section 4

The arbitrator shall have no power to establish or change wage rates or wage scales.

Section 5

The decision of the arbitrator shall be issued as promptly as possible. His/her decision shall be final and binding upon the Company, the Union and the grievant.

Section 6

The compensation of the arbitrator and his/her expenses incidental to the arbitration shall be borne equally. Each party shall bear the expense of preparing their case and shall make arrangements for and pay the expenses of witnesses called by either party.

Section 7

All awards or back wages shall be limited to the amount of wages the employee would otherwise have earned from his/her regular scheduled time with the Company, less any unemployment compensation.

Section 8

Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance.

ARTICLE 34
NO STRIKES — NO LOCKOUTS
CONTINUITY OF OPERATIONS

Section 1

The parties recognize the sensitive nature of the services provided by the Company to the U.S. Government and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.

Section 2

The Union collectively and each employee individually, agree they will not during the term of this Agreement, call, engage in or sanction in any way any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, boycott or any other interference with or interruption of the Company's operations for any reason whatsoever.

Section 3

The Company agrees, during the term of this Agreement, that no lockout against any or all of the employees shall take place.

Section 4

In the event that a breach of the no strike clause occurs, the officers of the local union and representatives of the International Union will immediately upon request and/or notice from the Company, make reasonable, earnest good faith efforts affirmatively to bring about a prompt termination of the strike or other job action and shall continue such efforts until employees return to work. These good faith efforts on the part of the local union officers shall include, but not be limited to, continuing to do their jobs.

ARTICLE 35
NOTICE OF CHANGES

The Union shall be advised of proposed changes in the Company personnel policies and other practices materially affecting working conditions, and which are within the administrative control of management as soon as possible prior to the implementation of such proposed changes.

ARTICLE 36 TECHNOLOGICAL CHANGE

Section 1

In the event of any proposed change in equipment, material, and/or methods which may result in a reduction in Bargaining Unit employees, the Company shall advise the Union as far in advance as is feasible, consistent with security requirements, and the matter shall be discussed by both parties. Recommendations may be made by the Union and the Company with respect to whether or not it is feasible to develop the required additional knowledge/skills on the part of current employees through additional training/retraining to be provided by the Company.

Section 2

The Company recognizes their responsibility to their employees when it becomes necessary to effect any reductions in the work force as a direct result of the introduction of technological changes. When feasible, such reductions shall take place by attrition (such as retirement, voluntary resignation, death, discharge for cause, and/or disability). When attrition does not result in the necessary overall reduction of employees, employees reduced in force may exercise their seniority rights.

ARTICLE 37
DURATION OF AGREEMENT

Section 1

This agreement shall become effective upon ratification and shall remain in full force and effect to and including midnight August 28, 2005.

Date Ratified: May 29, 2000

ARTICE 38 VALIDITY

It is understood and agreed that the Company operations are subject to applicable State and Federal laws and regulations. Therefore, the parties intend that this Agreement will be construed in a manner consistent with these laws and regulations. If any provision of this Agreement is or becomes inconsistent with law or regulations, the law and regulations will prevail. Nevertheless, any such inconsistent provisions of the Agreement shall be separable and the remaining provisions shall remain in full force and effect. The parties shall meet for the purpose of negotiating a mutually satisfactory substitute provision if either party demands such a meeting within thirty (30) days of the identification of an inconsistent provision.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives this 1st day of June, 2000.

BECHTEL BWXT IDAHO, LLC

By:

By:

R. V Nord

E. B. Tycz

C. J. Caudle

H. W. Smith

T. L. Schwartz

K. S. Pendrey

SECURITY, POLICE, AND FIRE PROFESSIONALS OF
AMERICA, LOCAL NO. 3 (SPFPA)

By:

By:

T. J. Fowler

K. S. Hulse

D. G. Johnson

M. D. Fullmer

B. W. Pack

B. A. Baderstadt

MEMORANDUM OF UNDERSTANDING

BETWEEN

BECHTEL BWXT IDAHO, LLC

AND

INTERNATIONAL UNION, SECURITY, POLICE, AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)

LOCAL UNION 3 (SPFPA)

Subject: Snow ins and emergency hold overs

It is agreed by the parties to provide cots and sleeping bags in the Areas. Rest periods will be away from distractions and uninterrupted.

BECHTEL BWXT Idaho, LLC

Date

SPFPA International

Date

SPFPA Local 3

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

BECHTEL BWXT IDAHO, LLC

AND

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)

LOCAL UNION NO. 3 (SPFPA)

Subject: Escorts

Both parties agree that Construction Escorts will continue to perform their current functions as long as there is a need for escorts. If in the event the need arises for additions Escorts, the Escorts will be hired on a part-time/temporary basis depending upon the scope of work. The pay rate for the Construction Escorts will be at \$12.00 hr.

Bechtel BWXT Idaho, LLC

Date

SPFPA International

Date

SPFPA Local 3

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

BECHTEL BWXT IDAHO, LLC

AND

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)
LOCAL 3 (SPFPA)

Subject: Succession Management (Retirement Plan)

The following retirement provisions will apply to Retirement Plan participants covered by this working agreement who have met the standards and qualifications for Security Police Officer for a period of at least 10 years.

Additionally, for those SPFPA members who are employed by BBWI on 5/28/00 the following will apply if during their most recent period of continuous employment they have met the standards and qualification for Security Police Officer:

Employees must have at least five (5) years of service to retire (required for vesting). Employees with at least 25 years of service may retire at any age. Employees with fewer than 25 years of service may not retire before age 55.

Employees may receive an unreduced retirement benefit if: (1) they are at least 62 years of age and have at least five (5) years of service (required for vesting), or (2) they have at least 25 years of service.

Employees may retire with reduced benefits if they are at least 55 years of age and have at least five (5) years of service (required for vesting) but fewer than 25 years of service. The early retirement reduction will be the lesser of: (1) 3% per year of age less than 62 (but not below age 55), or (2) 3% per year of service less than 25.

Employees who transfer to another organization within the Company will cease to be eligible for these retirement provisions.

Bechtel BWXT Idaho, LLC

Date

SPFPA International

Date

SPFPA Local 3

Date

MEMORANDUM OF AGREEMENT

BETWEEN

BECHTEL BWXT IDAHO, LLC

AND

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)

LOCAL NO. 3 (SPFPA)

Subject: Service Benefit Issue:

The following will apply with regard to additional service credit for affected proforce personnel:

The INEEL Employee Retirement Plan will recognize prior INEEL service (for retirement benefit calculations) for the period between date of hire within the protective forces at the INEEL and January 1, 1989 for all proforce personnel who (1) have been continuously employed at the INEEL since January 1, 1989, and (2) are represented by SPFPA on May 28, 2000.

Bechtel BWXT Idaho, LLC

Date

SPFPA International

Date

SPFPA Local 3

Date

MEMORANDUM OF AGREEMENT

BETWEEN

BECHTEL BWXT IDAHO, LLC

AND

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)

LOCAL NO. 3 (SPFPA)

Subject: Central Alarm Station (CAS) Operators

Both parties agree that the Central Alarm Station (CAS) at INTEC Post 505 will be manned by a minimum of four (4) SPOII CAS Operators per crew. The Operators will receive \$.50 per hour for all hours worked as a CAS Operator in Post 505. All other hours worked during their shift will be paid at the regular straight time rate. This provision does not apply to the WCC Operators.

Bechtel BWXT Idaho, LLC

Date

SPFPA International

Date

SPFPA Local 3

Date

